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and Holtzbrinck Ventures GmbH

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

FACEBOOK, INC.,

Plaintiff,

v.

STUDIVZ LTD., HOLTZBRINCK
NETWORKS GmbH,
HOLTZBRINCK VENTURES
GmbH, and DOES 1-25,

Defendants.

Case No. 5:08-CV-03468 JF

Assigned To: Honorable Jeremy Fogel

**HOLTZBRINCK NETWORKS
GmbH'S SUPPLEMENTAL
RESPONSES TO FACEBOOK,
INC.'S FIRST SET OF SPECIAL
INTERROGATORIES**

Complaint Filed: July 18, 2008

PROPOUNDING PARTY: FACEBOOK, INC.

RESPONDING PARTY: HOLTZBRINCK NETWORKS GmbH

SET NUMBER: ONE

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I. GENERAL OBJECTIONS

A. Holtzbrinck Networks GmbH ("Networks") objects to the Special Interrogatories ("Interrogatories") on the grounds that Facebook seeks the right to use evidence obtained in this action in the action pending between Facebook and StudiVZ in Germany (the "German Action"). It is improper under established law to use this lawsuit or this Court as vehicles to obtain discovery for use in a foreign case when that evidence is located outside the United States, as it is here. It is also inconsistent with the District Court's form protective order.

B. Networks objects to the Interrogatories on the grounds that they seek discovery that is not reasonably related to pertinent disputed personal jurisdictional or *forum non conveniens* issues, which is improper given that there are currently pending motions to dismiss all defendants for lack of personal jurisdiction and *forum non conveniens*.

C. Networks objects to the Interrogatories to the extent that they would require violation of the privacy rights of its employees and its customers as embodied in German and European Union law, including but not limited to the German Constitution and the German Federal Data Protection Act (BDSG), the German Telecommunications Act (TKG), the German Tele Services Data Protection Act (TDDSG), the European Community Data Protection Directive 95/46/EC, Data Protection Directive for Electronic Communication 2002/58/EC and the E-Commerce Directive 2000/31/EC.

D. Networks objects to the Interrogatories on the grounds that "HOLTZBRINCK NETWORKS GmbH," "YOU," and "YOUR" is defined as "defendant Verlagsgruppe Georg Von Holtzbrinck GmbH and its directors, officers, parents, subsidiaries, predecessors, successors, assigns, agents, servants,

1 employees, investigators, attorneys, AND ALL other persons and entities
2 representing it acting on its behalf, OR purporting to act on its behalf, including
3 without limitation Ehassan Dariani and Dennis Bemman.” Verlagsgruppe Georg
4 Von Holtzbrinck GmbH has already been dismissed and is no longer a party to this
5 action. Moreover, the definition is improperly overbroad generally, and is
6 particularly so given that the discovery purports to relate personal jurisdiction, since
7 in establishing jurisdiction discovery must be directed only at the party over whom
8 jurisdiction is being asserted.

9
10 E. Networks objects to the Interrogatories to the extent they seek
11 information that is protected from disclosure by the attorney-client privilege, the
12 attorney work product doctrine, the right of privacy and/or any other applicable
13 privileges, doctrines, or immunity from disclosure.

14
15 F. Networks further objects to the Interrogatories to the extent they
16 attempt or purport to impose obligations on Networks beyond those set forth in the
17 Federal Rules of Civil Procedure and the Hague Convention of 18 March 1970 on
18 the Taking of Evidence Abroad in Civil or Commercial Matters (“Hague Evidence
19 Convention”) as interpreted and enforced under German law. All definitions and
20 instructions will be treated as having no force or effect to the extent they purport to
21 impose obligations on Networks beyond those set forth in the Federal Rules of
22 Civil Procedure and the Hague Evidence Convention as interpreted and enforced
23 under German law.

24
25 **SPECIAL INTERROGATORY NO. 1:**

26 Describe in detail AND IDENTIFY ALL contacts AND
27 COMMUNICATIONS YOU have had with PERSONS (including without
28 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR

1 formerly residing OR domiciled in California. In doing so, IDENTIFY the
2 PERSONS contacted, the location AND time where any such contact OR event
3 occurred, AND the subject matter of the contact OR COMMUNICATION.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

5 Networks hereby incorporates by reference the general objections set forth
6 above. Networks further objects to this interrogatory on the grounds that a plaintiff
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
9 over Networks, or it must identify material jurisdictional issues that are in dispute.
10 Facebook has done neither. Networks further objects to this interrogatory on the
11 grounds that the definition of "YOU" is grossly overbroad. Networks further
12 objects to this interrogatory on the grounds that the definition of "YOU" includes
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
14 and is no longer a party to this action. Networks further objects to this
15 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
16 be unduly burdensome and harassing. Networks further objects to this
17 interrogatory on the grounds that it is compound. Networks further objects to this
18 interrogatory on the grounds that it seeks information that is not relevant nor
19 reasonably calculated to lead to the discovery of admissible evidence. Networks
20 further objects to this interrogatory on the grounds that it is not limited to contacts
21 or communications that occurred within the authorized course and scope of
22 Networks' business.

23 Notwithstanding the foregoing objections, and pursuant to agreements
24 reached during the parties' "meet and confer," Networks responds as follows:

25 Networks was not a party to any negotiated contracts with a known
26 California resident or that contained an express California choice of law clause as
27 of July 18, 2008. Also, as of July 18, 2008, Networks did not have any accounts
28 receivable that were owed by a known California resident.

1 Also, as of July 18, 2008, Networks did not have any accounts payable that
2 were owed to a known California resident.
3

4 **SPECIAL INTERROGATORY NO. 2:**

5 Describe in detail AND IDENTIFY ALL contacts AND
6 COMMUNICATIONS YOU have had with businesses (including without
7 limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,
8 server providers, advertising agencies, advertisers, Internet service providers,
9 computer equipment providers, YOUR licensors AND licensees) currently OR
10 formerly located, licensed, based, OR incorporated in California. In doing so,
11 IDENTIFY the PERSONS contacted, the location AND time where any such
12 contact OR event occurred, AND the subject matter of the contact OR
13 COMMUNICATION.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

15 Networks hereby incorporates by reference the general objections set forth
16 above. Networks further objects to this interrogatory on the grounds that a plaintiff
17 is not entitled to take discovery on personal jurisdiction as a matter of right. In
18 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
19 over Networks, or it must identify material jurisdictional issues that are in dispute.
20 Facebook has done neither. Networks further objects to this interrogatory on the
21 grounds that the definition of "YOU" is grossly overbroad. Networks further
22 objects to this interrogatory on the grounds that the definition of "YOU" includes
23 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
24 and is no longer a party to this action. Networks further objects to this
25 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
26 be unduly burdensome and harassing. Networks further objects to this
27 interrogatory on the grounds that it is compound. Networks further objects to this
28 interrogatory on the grounds that it seeks information that is not relevant nor

1 reasonably calculated to lead to the discovery of admissible evidence. Networks
2 further objects to this interrogatory on the grounds that it is not limited to contacts
3 or communications that occurred within the authorized course and scope of
4 Networks' business.

5 Notwithstanding the foregoing objections, and pursuant to agreements
6 reached during the parties' "meet and confer," Networks responds as follows:

7 Networks was not a party to any negotiated contracts with a known
8 California resident or that contained an express California choice of law clause as
9 of July 18, 2008. Also, as of July 18, 2008, Networks did not have any accounts
10 receivable that were owed by a known California resident.

11 Also, as of July 18, 2008, Networks did not have any accounts payable that
12 were owed to a known California resident.

13
14 **SPECIAL INTERROGATORY NO. 3:**

15 Describe in detail AND IDENTIFY ALL contacts AND
16 COMMUNICATIONS YOU have had with universities AND colleges located in
17 California, including without limitation, letters, emails, advertising materials,
18 business solicitations, business contacts, telephonic conversations, facsimile
19 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND
20 time where any such contact OR event occurred, AND the subject matter of the
21 contact OR COMMUNICATION.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

23 Networks hereby incorporates by reference the general objections set forth
24 above. Networks further objects to this interrogatory on the grounds that a plaintiff
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
27 over Networks, or it must identify material jurisdictional issues that are in dispute.
28 Facebook has done neither. Networks further objects to this interrogatory on the

1 grounds that the definition of "YOU" is grossly overbroad. Networks further
2 objects to this interrogatory on the grounds that the definition of "YOU" includes
3 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
4 and is no longer a party to this action. Networks further objects to this
5 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
6 be unduly burdensome and harassing. Networks further objects to this
7 interrogatory on the grounds that it is compound. Networks further objects to this
8 interrogatory on the grounds that it seeks information that is not relevant nor
9 reasonably calculated to lead to the discovery of admissible evidence. Networks
10 further objects to this interrogatory on the grounds that it is not limited to contacts
11 or communications that occurred within the authorized course and scope of
12 Networks' business.

13 Notwithstanding the foregoing objections, and pursuant to agreements
14 reached during the parties' "meet and confer," Networks responds as follows:

15 Networks has never directed any advertising or marketing materials
16 specifically to students, colleges or universities located in California.
17

18 **SPECIAL INTERROGATORY NO. 4:**

19 Describe in detail AND IDENTIFY ALL of YOUR trips to California. In
20 doing so, IDENTIFY the PERSONS contacted, the location AND time where any
21 such contact OR event occurred, AND the subject matter of the contact OR
22 COMMUNICATION.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

24 Networks hereby incorporates by reference the general objections set forth
25 above. Networks further objects to this interrogatory on the grounds that a plaintiff
26 is not entitled to take discovery on personal jurisdiction as a matter of right. In
27 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
28 over Networks, or it must identify material jurisdictional issues that are in dispute.

1 Facebook has done neither. Networks further objects to this interrogatory on the
2 grounds that the definition of "YOUR" is grossly overbroad. Networks further
3 objects to this interrogatory on the grounds that the definition of "YOUR" includes
4 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
5 and is no longer a party to this action. Networks further objects to this
6 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
7 be unduly burdensome and harassing. Networks further objects to this
8 interrogatory on the grounds that it is compound. Networks further objects to this
9 interrogatory on the grounds that it seeks information that is not relevant nor
10 reasonably calculated to lead to the discovery of admissible evidence. Networks
11 further objects to this interrogatory on the grounds that it is not limited to trips,
12 contacts or communications that occurred within the authorized course and scope of
13 Networks' business.

14 Notwithstanding the foregoing objections, and pursuant to agreements
15 reached during the parties' "meet and confer," Networks responds as follows:

16 From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin
17 Urban made a trip to California in connection with the negotiations by Facebook to,
18 buy StudiVZ.

19
20 **SPECIAL INTERROGATORY NO. 5:**

21 IDENTIFY, on a monthly basis, how many USERS OF STUDIVZ have been
22 registered at the www.studivz.net website, the www.meinvz.net website, the
23 www.studiqq.fr website, the www.studiln.it website, the www.estudiln.net website,
24 the www.studentix.pl website AND the www.schuelervz.net website since October
25 2005, AND how many of those USERS OF STUDIVZ are residents of, OR
26 PERSONS domiciled in, California.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

28 Networks hereby incorporates by reference the general objections set forth

1 above. Networks further objects to this interrogatory on the grounds that a plaintiff
2 is not entitled to take discovery on personal jurisdiction as a matter of right. In
3 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
4 over Networks, or it must identify material jurisdictional issues that are in dispute.
5 Facebook has done neither. Networks further objects to the interrogatory on the
6 grounds that "STUDIVZ" is undefined. Networks further objects to this
7 interrogatory on the grounds that it is overbroad as to time. Networks further
8 objects to this interrogatory on the grounds that it does not operate the websites.
9

10 **SPECIAL INTERROGATORY NO. 6:**

11 IDENTIFY the number AND amount of accounts receivable owed YOU by
12 PERSONS that, OR who are, California residents OR PERSONS domiciled in
13 California. In doing so, IDENTIFY the goods AND services for which the
14 individual accounts receivable are owed.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

16 Networks hereby incorporates by reference the general objections set forth
17 above. Networks further objects to this interrogatory on the grounds that a plaintiff
18 is not entitled to take discovery on personal jurisdiction as a matter of right. In
19 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
20 over Networks, or it must identify material jurisdictional issues that are in dispute.
21 Facebook has done neither. Networks further objects to this interrogatory on the
22 grounds that the definition of "YOU" is grossly overbroad. Networks further
23 objects to this interrogatory on the grounds that the definition of "YOU" includes
24 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
25 and is no longer a party to this action. Networks further objects to this
26 interrogatory on the grounds that it is compound.

27 Notwithstanding the foregoing objections, and pursuant to agreements
28 reached during the parties' "meet and confer," Networks responds as follows:

1 As of July 18, 2008, Networks did not have any accounts receivable that
2 were owed by a known California resident.

3
4 **SPECIAL INTERROGATORY NO. 7:**

5 IDENTIFY ALL instances in which YOU have been in California, including
6 without limitation, business trips OR recreational trips; living, residing OR
7 domiciling in California; AND flying OR driving to OR through California. In
8 doing so, IDENTIFY the dates of ALL occurrences AND the length of the stay in
9 California.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

11 Networks hereby incorporates by reference the general objections set forth
12 above. Networks further objects to this interrogatory on the grounds that a plaintiff
13 is not entitled to take discovery on personal jurisdiction as a matter of right. In
14 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
15 over Networks, or it must identify material jurisdictional issues that are in dispute.
16 Facebook has done neither. Networks further objects to this interrogatory on the
17 grounds that the definition of "YOU" is grossly overbroad. Networks further
18 objects to this interrogatory on the grounds that the definition of "YOU" includes
19 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
20 and is no longer a party to this action. Networks further objects to this
21 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
22 be unduly burdensome and harassing. Networks further objects to this
23 interrogatory on the grounds that it is compound. Networks further objects to this
24 interrogatory on the grounds that it seeks information that is not relevant nor
25 reasonably calculated to lead to the discovery of admissible evidence. Networks
26 further objects to this interrogatory on the grounds that it is not limited to instances
27 that occurred within the authorized course and scope of Networks' business.

28 Notwithstanding the foregoing objections, and pursuant to agreements

1 reached during the parties' "meet and confer," Networks responds as follows:

2 From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin
3 Urban made a trip to California in connection with the negotiations by Facebook to
4 buy StudiVZ.

5
6 **SPECIAL INTERROGATORY NO. 8:**

7 IDENTIFY ALL of YOUR current AND former personal OR real property
8 currently OR previously located in California.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

10 Networks hereby incorporates by reference the general objections set forth
11 above. Networks further objects to this interrogatory on the grounds that a plaintiff
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
14 over Networks, or it must identify material jurisdictional issues that are in dispute.
15 Facebook has done neither. Networks further objects to this interrogatory on the
16 grounds that the definition of "YOUR" is grossly overbroad. Networks further
17 objects to this interrogatory on the grounds that the definition of "YOUR" includes
18 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
19 and is no longer a party to this action. Networks further objects to this
20 interrogatory on the grounds that it seeks information that is not relevant nor
21 reasonably calculated to lead to the discovery of admissible evidence.

22 Notwithstanding the foregoing objections, and pursuant to agreements
23 reached during the parties' "meet and confer," Networks responds as follows:

24 As of July 18, 2008, Networks owned no real or personal property located in
25 California.

26
27 **SPECIAL INTERROGATORY NO. 9:**

28 IDENTIFY ALL contracts AND agreements involving YOU in which

1 California law governs AND/OR in which the parties to the contract OR agreement
2 agreed as to the jurisdiction of California state courts AND/OR United States
3 federal courts located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

5 Networks hereby incorporates by reference the general objections set forth
6 above. Networks further objects to this interrogatory on the grounds that a plaintiff
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
9 over Networks, or it must identify material jurisdictional issues that are in dispute.
10 Facebook has done neither. Networks further objects to this interrogatory on the
11 grounds that the definition of "YOU" is grossly overbroad. Networks further
12 objects to this interrogatory on the grounds that the definition of "YOU" includes
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
14 and is no longer a party to this action. Networks further objects to this
15 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
16 be unduly burdensome and harassing. Networks further objects to this
17 interrogatory on the grounds that it seeks information that is not relevant nor
18 reasonably calculated to lead to the discovery of admissible evidence.

19 Notwithstanding the foregoing objections, and pursuant to agreements
20 reached during the parties' "meet and confer," Networks responds as follows:

21 Networks was not a party to any negotiated contracts with a known
22 California resident or that contained an express California choice of law clause as
23 of July 18, 2008.

24
25 **SPECIAL INTERROGATORY NO. 10:**

26 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR
27 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed
28 the website, www.facebook.com OR www.thefacebook.com, AND the purposes of

1 each access, including without limitation, ANY COMMUNICATIONS that
2 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF
3 FACEBOOK OR registrant accounts OR email addresses used to access the
4 facebook.com website.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

6 Networks hereby incorporates by reference the general objections set forth
7 above. Networks further objects to this interrogatory on the grounds that a plaintiff
8 is not entitled to take discovery on personal jurisdiction as a matter of right. In
9 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
10 over Networks, or it must identify material jurisdictional issues that are in dispute.
11 Facebook has done neither. Networks further objects to this interrogatory on the
12 grounds that the definition of "YOU" is grossly overbroad. Networks further
13 objects to this interrogatory on the grounds that the definition of "YOU" includes
14 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
15 and is no longer a party to this action. Networks further objects to this
16 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
17 be unduly burdensome and harassing. Networks further objects to this
18 interrogatory on the grounds that it seeks information that is not relevant nor
19 reasonably calculated to lead to the discovery of admissible evidence. Networks
20 further objects to this interrogatory on the grounds that it is not limited to access
21 that occurred within the authorized course and scope of Networks' business.

22
23 **SPECIAL INTERROGATORY NO. 11:**

24 IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to
25 do business in California.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

27 Networks hereby incorporates by reference the general objections set forth
28 above. Networks further objects to this interrogatory on the grounds that a plaintiff

1 is not entitled to take discovery on personal jurisdiction as a matter of right. In
2 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
3 over Networks, or it must identify material jurisdictional issues that are in dispute.
4 Facebook has done neither. Networks further objects to this interrogatory on the
5 grounds that the definition of "YOUR" is grossly overbroad. Networks further
6 objects to this interrogatory on the grounds that the definition of "YOUR" includes
7 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
8 and is no longer a party to this action.

9 Notwithstanding the foregoing objections, and pursuant to agreements
10 reached during the parties' "meet and confer," Networks responds as follows:

11 As of July 18, 2008, Networks did not have any license or registration to do
12 business in California.

13
14 **SPECIAL INTERROGATORY NO. 12:**

15 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its
16 servers, facilities, officers, OR personnel were located in California.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

18 Networks hereby incorporates by reference the general objections set forth
19 above. Networks further objects to this interrogatory on the grounds that a plaintiff
20 is not entitled to take discovery on personal jurisdiction as a matter of right. In
21 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
22 over Networks, or it must identify material jurisdictional issues that are in dispute.
23 Facebook has done neither. Networks further objects to this interrogatory on the
24 grounds that the definition of "YOU" is grossly overbroad. Networks further
25 objects to this interrogatory on the grounds that the definition of "YOU" includes
26 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
27 and is no longer a party to this action.

28 Notwithstanding the foregoing objections, and pursuant to agreements

1 reached during the parties' "meet and confer," Networks responds as follows:

2 Networks knew by some time in 2007 that Facebook was located in
3 California.

4
5 **SPECIAL INTERROGATORY NO. 13:**

6 IDENTIFY the services provided through the www.studivz.net website, the
7 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,
8 the www.estudiln.net website, the www.studentix.pl website AND the
9 www.schuelervz.net website to USERS OF STUDIVZ, including without
10 limitation, how the services are provided.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

12 Networks hereby incorporates by reference the general objections set forth
13 above. Networks further objects to this interrogatory on the grounds that a plaintiff
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
16 over Networks, or it must identify material jurisdictional issues that are in dispute.
17 Facebook has done neither. Networks further objects to this interrogatory on the
18 grounds that it is so overbroad as to be unduly burdensome and harassing.
19 Networks further objects to this interrogatory on the grounds that it seeks
20 information that is not relevant nor reasonably calculated to lead to the discovery of
21 admissible evidence. Networks further objects to this interrogatory on the grounds
22 that it does not operate the websites.

23
24 **SPECIAL INTERROGATORY NO. 14:**

25 IDENTIFY ALL USERS OF FACEBOOK employed by OR formerly
26 employed by YOU, including without limitation, any PERSONS who are OR were
27 full-time or part-time employees, independent contractors or agents of YOU, AND
28 their respective email addresses.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

2 Networks hereby incorporates by reference the general objections set forth
3 above. Networks further objects to this interrogatory on the grounds that a plaintiff
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
6 over Networks, or it must identify material jurisdictional issues that are in dispute.
7 Facebook has done neither. Networks further objects to this interrogatory on the
8 grounds that the definition of "YOU" is grossly overbroad. Networks further
9 objects to this interrogatory on the grounds that the definition of "YOU" includes
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
11 and is no longer a party to this action. Networks further objects to this
12 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
13 be unduly burdensome and harassing. Networks further objects to this
14 interrogatory on the grounds that it seeks information that is not relevant nor
15 reasonably calculated to lead to the discovery of admissible evidence. Networks
16 further objects to this interrogatory on the grounds that it infringes on the privacy
17 rights of the users.

18
19 **SPECIAL INTERROGATORY NO. 15:**

20 IDENTIFY ALL PERSONS responsible in any manner for the design,
21 programming and maintenance of the www.studivz.net website, including without
22 limitation the location of the PERSON, job descriptions, authorities, dates in these
23 positions, duties, AND responsibilities.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

25 Networks hereby incorporates by reference the general objections set forth
26 above. Networks further objects to this interrogatory on the grounds that a plaintiff
27 is not entitled to take discovery on personal jurisdiction as a matter of right. In
28 order to do so, Facebook must either make a *prima facie* showing of jurisdiction

1 over Networks, or it must identify material jurisdictional issues that are in dispute.
2 Facebook has done neither. Networks further objects to this interrogatory on the
3 grounds that it is unlimited as to time, and is so overbroad as to be unduly
4 burdensome and harassing. Networks further objects to this interrogatory on the
5 grounds that it seeks information that is not relevant nor reasonably calculated to
6 lead to the discovery of admissible evidence. Networks further objects to this
7 interrogatory on the grounds that it does not design, program, maintain or operate
8 the websites.

9
10 **SPECIAL INTERROGATORY NO. 16:**

11 IDENTIFY ALL PERSONS responsible in any manner for the design,
12 programming and maintenance of the www.studivz.net website, the
13 www.meinvz.net website, the www.studiag.fr website, the www.studiln.it website,
14 the www.estudiln.net website, the www.studentix.pl website AND the
15 www.schuelervz.net website, including without limitation, the location of the
16 PERSON, job descriptions, authorities, dates in these positions, duties, AND
17 responsibilities.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

19 Networks hereby incorporates by reference the general objections set forth
20 above. Networks further objects to this interrogatory on the grounds that a plaintiff
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
23 over Networks, or it must identify material jurisdictional issues that are in dispute.
24 Facebook has done neither. Networks further objects to this interrogatory on the
25 grounds that it is unlimited as to time, and is so overbroad as to be unduly
26 burdensome and harassing. Networks further objects to this interrogatory on the
27 grounds that it seeks information that is not relevant nor reasonably calculated to
28 lead to the discovery of admissible evidence. Networks further objects to this

1 interrogatory on the grounds that it does not design, program, maintain or operate
2 the websites.

3
4 **SPECIAL INTERROGATORY NO. 17:**

5 IDENTIFY current AND former directors, officers, employees, AND agents
6 of STUDIVZ, including without limitation, dates in these positions, duties, job
7 descriptions, authorities, AND responsibilities.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

9 Networks hereby incorporates by reference the general objections set forth
10 above. Networks further objects to this interrogatory on the grounds that a plaintiff
11 is not entitled to take discovery on personal jurisdiction as a matter of right. In
12 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
13 over Networks, or it must identify material jurisdictional issues that are in dispute.
14 Facebook has done neither. Networks further objects to this interrogatory on the
15 grounds that the term "STUDIVZ" is undefined. Networks further objects to this
16 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
17 be unduly burdensome and harassing. Networks further objects to this
18 interrogatory on the grounds that it seeks information that is not relevant nor
19 reasonably calculated to lead to the discovery of admissible evidence.

20 Notwithstanding the foregoing objections, and pursuant to agreements
21 reached during the parties' "meet and confer," Networks responds as follows:

22 The current directors of StudiVZ are as follows: the Managing Directors are
23 Clemens Riedl, Michael Brehm and Dennis Bemann, and the Non-Executive
24 Directors are Konstantin Urban, Michael Weber and Claas van Delden.

25
26 **SPECIAL INTERROGATORY NO. 18:**

27 IDENTIFY ALL of YOUR advertising, promotions, AND marketing
28 activities directed, at least in part, at California residents.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

2 Networks hereby incorporates by reference the general objections set forth
3 above. Networks further objects to this interrogatory on the grounds that a plaintiff
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
6 over Networks, or it must identify material jurisdictional issues that are in dispute.
7 Facebook has done neither. Networks further objects to this interrogatory on the
8 grounds that the definition of "YOUR" is grossly overbroad. Networks further
9 objects to this interrogatory on the grounds that the definition of "YOUR" includes
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
11 and is no longer a party to this action. Networks further objects to this
12 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
13 be unduly burdensome and harassing. Networks further objects to this
14 interrogatory on the grounds that it seeks information that is not relevant nor
15 reasonably calculated to lead to the discovery of admissible evidence. Networks
16 further objects to this interrogatory on the grounds that it is not limited to activities
17 that occurred within the authorized course and scope of Networks' business.

18 Notwithstanding the foregoing objections, and pursuant to agreements
19 reached during the parties' "meet and confer," Networks responds as follows:

20 Networks has never directed any advertisements or other marketing materials
21 specifically to students, colleges or universities located in California or other people
22 who reside in California.

23
24 **SPECIAL INTERROGATORY NO. 19:**

25 IDENTIFY ALL of YOUR business relationships with, OR financial
26 interests in, businesses currently OR formerly incorporated, licensed, located,
27 based, OR with facilities OR offices located in California, including without
28 limitation, the nature of each relationship, the IDENTIFY of each business, AND

1 whether each business is incorporated, licensed, located, based OR has facilities OR
2 offices located in California.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

4 Networks hereby incorporates by reference the general objections set forth
5 above. Networks further objects to this interrogatory on the grounds that a plaintiff
6 is not entitled to take discovery on personal jurisdiction as a matter of right. In
7 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
8 over Networks, or it must identify material jurisdictional issues that are in dispute.
9 Facebook has done neither. Networks further objects to this interrogatory on the
10 grounds that the definition of "YOUR" is grossly overbroad. Networks further
11 objects to this interrogatory on the grounds that the definition of "YOUR" includes
12 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
13 and is no longer a party to this action. Networks further objects to this
14 interrogatory on the grounds that it is vague and ambiguous as to the term "business
15 relationships." Networks further objects to this interrogatory on the grounds that it
16 is unlimited as to time, and is so overbroad as to be unduly burdensome and
17 harassing. Networks further objects to this interrogatory on the grounds that it
18 seeks information that is not relevant nor reasonably calculated to lead to the
19 discovery of admissible evidence. Networks further objects to this interrogatory on
20 the grounds that it is not limited to activities that occurred within the authorized
21 course and scope of Networks' business.

22
23 **SPECIAL INTERROGATORY NO. 20:**

24 IDENTIFY ALL reasons why defending this lawsuit in California would
25 burden YOU.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

27 Networks hereby incorporates by reference the general objections set forth
28 above. Networks further objects to this interrogatory on the grounds that a plaintiff

1 is not entitled to take discovery on personal jurisdiction as a matter of right. In
2 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
3 over Networks, or it must identify material jurisdictional issues that are in dispute.
4 Facebook has done neither. Networks further objects to this interrogatory on the
5 grounds that the definition of "YOU" is grossly overbroad. Networks further
6 objects to this interrogatory on the grounds that the definition of "YOU" includes
7 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
8 and is no longer a party to this action.

9 Notwithstanding the foregoing objections, and pursuant to agreements
10 reached during the parties' "meet and confer," Networks responds as follows:

11 Networks is a limited liability company (Gesellschaft mit beschränkter
12 Haftung (GmbH)) organized under German law. It functions as a "holding
13 company," whose corporate purpose is to administer its assets (principally holdings
14 in media-related companies) for financial purposes.

15 Networks owns an 85% equity interest in defendant StudiVZ. Networks first
16 became an equity holder of StudiVZ in October 2007. Networks is not qualified to
17 do business in California. It does not have any officers, directors, employees or
18 independent contractors based in California. It does not have a California agent for
19 service of process. It does not direct any advertising toward California residents.

20 Networks has offices in Germany, but no offices or facilities in California,
21 nor does it have any telephone or facsimile listings or mailing addresses in
22 California.

23 Networks does not maintain any books or records in California. It has no
24 bank accounts or tangible personal or real property in California. It has no sales in
25 California, has had no California income and has not paid any California income
26 tax.

1 None of Networks' officers, directors or employees reside or are domiciled in
2 California. No meetings of Networks' management boards or equity holders have
3 been held in California.

4 While Networks and Holtzbrinck Ventures GmbH ("Ventures") monitor
5 StudiVZ's financial performance (as they would any investment), they do not
6 exercise any type of day-to-day control over StudiVZ – either operational control or
7 control over strategic decisions. The two managing directors of Networks and
8 Ventures, Konstantin Urban and Martin Weber, are also company directors of
9 StudiVZ. However, they merely function in a supervisory capacity, not as officers
10 who are responsible for the day-to-day activities of StudiVZ.

11 StudiVZ has its own management team, offices and bank accounts, and is
12 separately (and sufficiently) capitalized on its own and apart from Ventures and
13 Networks. StudiVZ also does not act as a general agent of either Networks or
14 Ventures. Networks and Ventures simply hold shares in StudiVZ as an investment.
15 StudiVZ is only one of many media-related assets held as an investment by
16 Networks and Ventures.

17 All of Ventures' and Networks' employees, officers and directors reside in
18 Germany and speak German (or, in a few cases, another European language other
19 than English) as their native language, and all speak German as their every-day
20 language. Ventures and Networks perform their business almost exclusively in the
21 German language. As a result, almost all of Ventures' and Networks' business
22 documents are located in Germany and are written in the German language (and
23 would have to be translated, at huge expense).

24 Further, this action arises out of the alleged actions of StudiVZ. StudiVZ's
25 operations are located in Germany, and its single office and headquarters are in
26 Berlin, Germany. The first of the StudiVZ websites, studivz.net, was formed in
27 Berlin, Germany in 2005 by two young German citizens. Its target group was, and
28 remains, university students in Germany, Austria and Switzerland. StudiVZ. has

1 never at any time engaged in any type of marketing or advertising in, or that is
2 directed to, the United States or other English speaking countries in general or to
3 California in particular. None of StudiVZ's websites target either users in the
4 United States in general or California in particular. None of the StudiVZ-branded
5 websites is available in English. StudiVZ has also formed, in Germany, the social
6 networking site "SchuelerVZ." This site, at schuelervz.net, targets pupils and
7 teenagers before they begin attending a university, and focuses solely on Germany.
8 SchuelerVZ has also never engaged in any marketing or advertising in, or that is
9 directed to, either the United States in general or California in particular.
10 SchuelerVZ is also not available in English.

11 In 2008, StudiVZ launched its third social networking site, MeinVZ, at
12 meinvz.net. MeinVZ is a social networking site for adults, including those who
13 have graduated from a university. MeinVZ has also never engaged in
14 any marketing or advertising in, or that is directed to, either the United States in
15 general or California in particular. All but one of MeinVZ's sites are in non-
16 English languages. The one English language site was launched in February 2008
17 and represents less than 1% of MeinVZ's total user traffic. That site was created in
18 order to provide a platform for users who speak *different, non-English* languages to
19 network with each other using a secondary language that is commonly understood
20 between them. Because English is the most commonly understood, non-native
21 language in continental Europe, it serves as a "lingua franca" for people of diverse
22 speech. The English-language site was not created to attract native English
23 speakers, let alone Americans or Californians. The English used is British English,
24 not American English, and the consultant who was hired to translate MeinVZ's
25 German site into English is a British citizen living in Berlin.

26 Like most other internet sites on the "World Wide Web," the StudiVZ
27 Websites may be accessed by California residents, just as they may be accessed by
28 residents of Iceland, New Zealand or Japan. But the sites are not directed at or

1 communicated predominantly in German. German is their native language and all
2 of the written documents related to this action are in German.

3 Facebook has known since June 2006 that German law recognizes and
4 provides remedies for its claims. Facebook's German counsel researched the law
5 applicable to Facebook's claims and then, on June 8, 2006, sent a demand letter in
6 German asserting claims exclusively under German law to StudiVZ in Germany.
7 Then, again, on January 3, 2007, Facebook's German lawyers sent another demand
8 letter in German to StudiVZ in Germany, again raising claims exclusively under
9 German law.

10 Because those letters threatened litigation, including injunctive relief,
11 StudiVZ filed "Schutzschriften" (precautionary defense/opposition briefs, evidence
12 and offers of proof) in the district courts of Berlin and Hamburg on June 21, 2006
13 in response to Facebook's June 8, 2006 demand letter, and on January 12, 2007 in
14 the district courts of Berlin, Hamburg and Stuttgart in response to Facebook's
15 January 3, 2007 demand letter. The "Schutzschriften" are essentially oppositions to
16 potential/anticipated complaints and motions seeking injunctive relief, and include
17 evidence, and offers of additional proof such as the testimony of specific witnesses.
18 The Schutzschriften are only "triggered", however, if the plaintiff actually initiates
19 actions in German court seeking such relief. Although Facebook did not initiate
20 any such actions at the time, the Schutzschriften/oppositions to the motions that
21 Facebook threatened to file were formally filed in court in Germany long ago.

22 The claims raised by Facebook's German lawyers in the June 8, 2006 and
23 January 3, 2007 demand letters were raised pursuant to German law, but were based
24 on the same facts that Facebook now alleges give rise to the claims raised in the
25 instant lawsuit – that StudiVZ committed wrongs by copying the look and feel of
26 Facebook's website.

27 After Ventures and Networks became equity holders in StudiVZ in August
28 2006 and October 2007, Facebook sought to negotiate to purchase Ventures' and...

1 Networks' ownership interests in StudiVZ. Those negotiations took place in the
2 Spring of 2008.

3 Just after the Spring 2008 negotiations broke down, on July 9, 2008,
4 Facebook wrote a demand letter to Networks and Ventures, threatening to sue based
5 on the exact same types of claims that Facebook had raised in *Germany* in June
6 2006 and January 2007.

7 Because Germany is clearly the more appropriate forum for the resolutions of
8 such disputes, on July 18, 2008, StudiVZ filed a declaratory relief action against
9 Facebook in Stuttgart, Germany (the "Stuttgart Action"). In the Stuttgart Action,
10 StudiVZ seeks a declaratory judgment that it has not engaged in the wrongful
11 conduct alleged by Facebook in its three prior demand letters. On that same day,
12 Facebook filed the present action, alleging the same claims that it asserted in June
13 2006, January 2007 and July 2008.

14 Germany is the principal if not exclusive location of the acts alleged by
15 Facebook in its complaint. The conduct allegedly engaged in by StudiVZ is
16 alleged to have taken place in Germany and Europe. Facebook affirmatively
17 alleges that the harm it has supposedly suffered has been suffered in Germany and
18 other parts of Europe. All of the people who could have possibly engaged in the
19 conduct alleged by Facebook are located in Germany. Those witnesses speak
20 German as their native language. Most would require translators to testify in a
21 United States legal proceeding. Nearly all of the documents related to the claims
22 alleged by Facebook are located in Germany. The vast majority of those
23 documents are written in the German language, thus requiring huge translation
24 costs to be used in a United States legal proceeding.

25 Facebook has appeared in the Stuttgart Action. The first trial hearing in the
26 German Action took place on December 16, 2008.

27 At the same time that Facebook filed its response in the Stuttgart Action it
28 also initiated its own, affirmative action against StudiVZ in Cologne, Germany (the

1 “Cologne Action”). The complaint in the Cologne Action includes within it all of
2 the facts alleged in this U.S. action, plus additional facts related to Facebook’s
3 claims. Although the law cited is different than in this action (i.e., German law
4 instead of U.S. law), the acts and injuries complained of are the same.

5 The Cologne action was expressly incorporated into Facebook’s response in
6 the Stuttgart action. Thus, there are now pending in Germany two separate actions
7 that encompass within them everything that is alleged in the instant action, plus
8 additional alleged facts and injuries. The German courts are fully empowered to
9 decide the issues alleged in those two German actions under German law and
10 United States and California law. Given that 99% of the conduct alleged and harm
11 allegedly suffered took place in Germany, that all of the alleged bad actors are
12 residents of Germany, that all of the documents in the allegedly bad actor’s
13 possessions are located in Germany and are written in German, it makes much more
14 sense and would be much more convenient for everyone involved to have all issues
15 in dispute litigated in Germany than in California or the United States.

16 It is also the case that personal jurisdiction cannot be maintained over
17 StudiVZ (and the other defendants) in the United States, whereas there is no dispute
18 that all parties are subject to personal jurisdiction in Germany.

19 Finally, the parties should not be forced to litigate the exact same dispute and
20 issues in two different, parallel proceedings at the same time. It is terribly
21 inefficient and expensive, wastes judicial resources and leads to the distinct
22 possibility of conflicting orders, judgments, etc. Networks must retain two sets of
23 lawyers -- one in the United States and one in Germany. It must pay for the
24 translation of all its documents, either by literally translating them or by spending a
25 tremendous amount of billable time explaining what each document means to its
26 American, non-German-speaking counsel. The depositions of the defense
27 witnesses will all take place in Germany, necessitating huge amounts of travel
28 expenses and travel time billed by the lawyers. The depositions will take longer

1 than would otherwise be necessary because of the need for interpreters whenever
2 the witness is unable to testify in English, which will be the case to varying degrees
3 for each defense witness. As to every relevant consideration, this U.S. action is by
4 far the more inconvenient forum.

5
6 **SPECIAL INTERROGATORY NO. 21:**

7 IDENTIFY the ownership of HOLTZBRINCK NETWORKS GmbH,
8 including without limitation, PERSON'S names, amounts they contributed OR
9 invested, AND their percent ownership OR control (including without limitation,
10 Capital Contributions, Percent Interest, Equity Units, Non-equity Units, Voting
11 Units) on a by-PERSON basis.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

13 Networks hereby incorporates by reference the general objections set forth
14 above. Networks further objects to this interrogatory on the grounds that a plaintiff
15 is not entitled to take discovery on personal jurisdiction as a matter of right. In
16 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
17 over Networks, or it must identify material jurisdictional issues that are in dispute.
18 Facebook has done neither. Networks further objects to this interrogatory on the
19 grounds that the definition of "HOLTZBRINCK NETWORKS GmbH" is grossly
20 overbroad. Networks further objects to this interrogatory on the grounds that the
21 definition of "HOLTZBRINCK NETWORKS GmbH" includes Verlagsgruppe
22 Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer
23 a party to this action.

24
25 **SPECIAL INTERROGATORY NO. 22:**

26 IDENTIFY the location of YOUR offices, facilities, server/equipment
27 locations.

RESPONSE TO SPECIAL INTERROGATORY NO. 22:

Networks hereby incorporates by reference the general objections set forth above. Networks further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Networks, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Networks further objects to this interrogatory on the grounds that the definition of "YOUR" is grossly overbroad. Networks further objects to this interrogatory on the grounds that the definition of "YOUR" includes Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer a party to this action.

Notwithstanding the foregoing objections, and pursuant to agreements reached during the parties' "meet and confer," Networks responds as follows:

Networks has its main office and headquarters in Germany. It has no offices or facilities in California, nor does it have any telephone or facsimile listings or mailing addresses in California.

SPECIAL INTERROGATORY NO. 23:

IDENTIFY ALL universities, colleges AND institutes of higher learning located in California at which STUDIVZ provides OR provided services including without imitation, access to the www.studivz.net website, the www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website, the www.estudiln.net website, the www.studentix.pl website AND the www.schuelervz.net website, including without limitation University of California (all campuses), California State University (all campuses), as well as the USERS OF STUDIVZ using email domains (*e.g.*, name@stanford.edu) from those universities, colleges, high schools AND institutes of higher learning.

RESPONSE TO SPECIAL INTERROGATORY NO. 23:

Networks hereby incorporates by reference the general objections set forth above. Networks further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Networks, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Networks further objects to this interrogatory on the grounds that "STUDIVZ" is undefined. Networks further objects to this interrogatory on the grounds that it is compound and exceeds Facebook's 30 allowed interrogatories. Networks further objects to this interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to be unduly burdensome and harassing. Networks further objects to this interrogatory on the grounds that it seeks information that is not relevant nor reasonably calculated to lead to the discovery of admissible evidence. Networks further objects to the interrogatory on the grounds that it infringes upon the users' privacy rights. Networks further objects to this interrogatory on the grounds that it seeks information about StudiVZ, not Networks.

DATED: December 24, 2008

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

By: 

STEPHEN S. SMITH (SBN 166539)
Attorneys for Defendants StudiVZ
Ltd., Holtzbrinck Networks GmbH,
and Holtzbrinck Ventures GmbH

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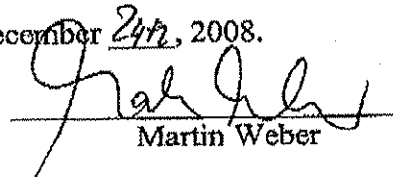
VERIFICATION

I, Martin Weber, declare as follows:

I have read the foregoing "HOLTZBRINCK NETWORKS GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am a managing director of Holtzbrinck Networks GmbH. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Stuttgart, Germany on December 24th, 2008.


Martin Weber

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

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PROOF OF SERVICE
CCP §1011, CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

On December 24, 2008, I served the foregoing document described as **HOLTZBRINCK NETWORKS GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES** on the interested parties in this action

☒ by placing ☒ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Thomas Gray, Esq. (ORIGINAL)
Orrick, Herrington & Sutcliffe LLP
4 Park Plaza, Suite 1600
Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

Gary E. Weiss, Esq. (COPY)
gweiss@orrick.com
Orrick, Herrington & Sutcliffe LLP
1000 Marsh Road
Menlo Park, CA 94025

BOTH BY E-MAIL AND U.S. MAIL:

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray, Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

Executed on December 24, 2008, at Los Angeles, California.

BY PERSONAL SERVICE:

☐ I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

☒ (Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Nancy L. Luis


SIGNATURE

PROOF OF SERVICE

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Attorneys for Defendants
StudiVZ Ltd., Holtzbrinck Networks GmbH,
and Holtzbrinck Ventures GmbH

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

FACEBOOK, INC.,

Plaintiff,

v.

STUDIVZ LTD., HOLTZBRINCK
NETWORKS GmbH,
HOLTZBRINCK VENTURES
GmbH, and DOES 1-25,

Defendants.

Case No. 5:08-CV-03468 JF

Assigned To: Honorable Jeremy Fogel

**HOLTZBRINCK VENTURES
GmbH'S SUPPLEMENTAL
RESPONSES TO FACEBOOK,
INC.'S FIRST SET OF SPECIAL
INTERROGATORIES**

Complaint Filed: July 18, 2008

PROPOUNDING PARTY: FACEBOOK, INC.

RESPONDING PARTY: HOLTZBRINCK VENTURES GmbH

SET NUMBER: ONE

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I. GENERAL OBJECTIONS

A. Holtzbrinck Ventures GmbH ("Ventures") objects to the Special Interrogatories ("Interrogatories") on the grounds that Facebook seeks the right to use evidence obtained in this action in the action pending between Facebook and StudiVZ in Germany (the "German Action"). It is improper under established law to use this lawsuit or this Court as vehicles to obtain discovery for use in a foreign case when that evidence is located outside the United States, as it is here. It is also inconsistent with the District Court's form protective order.

B. Ventures objects to the Interrogatories on the grounds that they seek discovery that is not reasonably related to pertinent disputed personal jurisdictional or *forum non conveniens* issues, which is improper given that there are currently pending motions to dismiss all defendants for lack of personal jurisdiction and *forum non conveniens*.

C. Networks objects to the Interrogatories to the extent that they would require violation of the privacy rights of its employees and its customers as embodied in the German Constitution and the German Federal Data Protection Act (BDSG), the German Telecommunications Act (TKG), the German Tele Services Data Protection Act (TDDSG), the European Community Data Protection Directive 95/46/EC, Data Protection Directive for Electronic Communication 2002/58/EC and the E-Commerce Directive 2000/31/EC.

D. Ventures objects to the Interrogatories on the grounds that "HOLTZBRINCK VENTURES GmbH," "YOU," and "YOUR" is defined as "defendant Verlagsgruppe Georg Von Holtzbrinck GmbH and its directors, officers, parents, subsidiaries, predecessors, successors, assigns, agents, servants, employees, investigators, attorneys, AND ALL other persons and entities

1 representing it acting on its behalf, OR purporting to act on its behalf, including
2 without limitation Ehassan Dariani and Dennis Bemman.” Verlagsgruppe Georg
3 Von Holtzbrinck GmbH has already been dismissed and is no longer a party to this
4 action. Moreover, the definition is overbroad generally and is particularly so given
5 that the discovery purports to relate to personal jurisdiction, since in establishing
6 jurisdiction discovery must be directed only at the party over whom jurisdiction is
7 being asserted.

8
9 E. Ventures objects to the Interrogatories to the extent they seek
10 information that is protected from disclosure by the attorney-client privilege, the
11 attorney work product doctrine, the right of privacy and/or any other applicable
12 privileges, doctrines, or immunity from disclosure.

13
14 F. Ventures further objects to the Interrogatories to the extent they
15 attempt or purport to impose obligations on Ventures beyond those set forth in the
16 Federal Rules of Civil Procedure and the Hague Evidence Convention as
17 interpreted and enforced under German law. All definitions and instructions will be
18 treated as having no force or effect to the extent they purport to impose obligations
19 on Ventures beyond those set forth in the Federal Rules of Civil Procedure and the
20 Hague Evidence Convention as interpreted and enforced under German law.

21
22 **SPECIAL INTERROGATORY NO. 1:**

23 Describe in detail AND IDENTIFY ALL contacts AND
24 COMMUNICATIONS YOU have had with PERSONS (including without
25 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR
26 formerly residing OR domiciled in California. In doing so, IDENTIFY the
27 PERSONS contacted, the location AND time where any such contact OR event
28 occurred, AND the subject matter of the contact OR COMMUNICATION.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

2 Ventures hereby incorporates by reference the general objections set forth
3 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
6 over Ventures, or it must identify material jurisdictional issues that are in dispute.
7 Facebook has done neither. Ventures further objects to this interrogatory on the
8 grounds that the definition of "YOU" is grossly overbroad. Ventures further
9 objects to this interrogatory on the grounds that the definition of "YOU" includes
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
11 and is no longer a party to this action. Ventures further objects to this interrogatory
12 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
13 burdensome and harassing. Ventures further objects to this interrogatory on the
14 grounds that it is compound. Ventures further objects to this interrogatory on the
15 grounds that it seeks information that is not relevant nor reasonably calculated to
16 lead to the discovery of admissible evidence. Ventures further objects to this
17 interrogatory on the grounds that it is not limited to contacts or communications
18 that occurred within the authorized course and scope of Ventures' business.

19 Notwithstanding the foregoing objections, and pursuant to agreements
20 reached during the parties "meet and confer," Ventures responds as follows:

21 Ventures was not a party to any negotiated contracts with a known California
22 resident or that contained an express California choice of law clause as of July 18,
23 2008. Also, as of July 18, 2008, Ventures did not have any accounts receivable that
24 were owed by a known California resident.

25 Also, as of July 18, 2008, Ventures did not have any accounts payable that
26 were owed to a known California resident.
27
28

1 **SPECIAL INTERROGATORY NO. 2:**

2 Describe in detail AND IDENTIFY ALL contacts AND
3 COMMUNICATIONS YOU have had with businesses (including without
4 limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,
5 server providers, advertising agencies, advertisers, Internet service providers,
6 computer equipment providers, YOUR licensors AND licensees) currently OR
7 formerly located, licensed, based, OR incorporated in California. In doing so,
8 IDENTIFY the PERSONS contacted, the location AND time where any such
9 contact OR event occurred, AND the subject matter of the contact OR
10 COMMUNICATION.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

12 Ventures hereby incorporates by reference the general objections set forth
13 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
16 over Ventures, or it must identify material jurisdictional issues that are in dispute.
17 Facebook has done neither. Ventures further objects to this interrogatory on the
18 grounds that the definition of "YOU" is grossly overbroad. Ventures further
19 objects to this interrogatory on the grounds that the definition of "YOU" includes
20 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
21 and is no longer a party to this action. Ventures further objects to this interrogatory
22 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
23 burdensome and harassing. Ventures further objects to this interrogatory on the
24 grounds that it is compound. Ventures further objects to this interrogatory on the
25 grounds that it seeks information that is not relevant nor reasonably calculated to
26 lead to the discovery of admissible evidence. Ventures further objects to this
27 interrogatory on the grounds that it is not limited to contacts or communications
28 that occurred within the authorized course and scope of Ventures' business.

1 Notwithstanding the foregoing objections, and pursuant to agreements
2 reached during the parties "meet and confer," Ventures responds as follows:

3 Ventures was not a party to any negotiated contracts with a known California
4 resident or that contained an express California choice of law clause as of July 18,
5 2008. Also, as of July 18, 2008, Ventures did not have any accounts receivable that
6 were owed by a known California resident.

7 Also, as of July 18, 2008, Ventures did not have any accounts payable that
8 were owed to a known California resident.

9
10 **SPECIAL INTERROGATORY NO. 3:**

11 Describe in detail AND IDENTIFY ALL contacts AND
12 COMMUNICATIONS YOU have had with universities AND colleges located in
13 California, including without limitation, letters, emails, advertising materials,
14 business solicitations, business contacts, telephonic conversations, facsimile
15 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND
16 time where any such contact OR event occurred, AND the subject matter of the
17 contact OR COMMUNICATION.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

19 Ventures hereby incorporates by reference the general objections set forth
20 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
23 over Ventures, or it must identify material jurisdictional issues that are in dispute.
24 Facebook has done neither. Ventures further objects to this interrogatory on the
25 grounds that the definition of "YOU" is grossly overbroad. Ventures further
26 objects to this interrogatory on the grounds that the definition of "YOU" includes
27 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
28 and is no longer a party to this action. Ventures further objects to this interrogatory

1 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
2 burdensome and harassing. Ventures further objects to this interrogatory on the
3 grounds that it is compound. Ventures further objects to this interrogatory on the
4 grounds that it seeks information that is not relevant nor reasonably calculated to
5 lead to the discovery of admissible evidence. Ventures further objects to this
6 interrogatory on the grounds that it is not limited to contacts or communications
7 that occurred within the authorized course and scope of Ventures' business.

8 Notwithstanding the foregoing objections, and pursuant to agreements
9 reached during the parties "meet and confer," Ventures responds as follows:

10 Ventures has never directed any advertising or marketing materials
11 specifically to students, colleges or universities located in California.

12
13 **SPECIAL INTERROGATORY NO. 4:**

14 Describe in detail AND IDENTIFY ALL of YOUR trips to California. In
15 doing so, IDENTIFY the PERSONS contacted, the location AND time where any
16 such contact OR event occurred, AND the subject matter of the contact OR
17 COMMUNICATION.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

19 Ventures hereby incorporates by reference the general objections set forth
20 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
23 over Ventures, or it must identify material jurisdictional issues that are in dispute.
24 Facebook has done neither. Ventures further objects to this interrogatory on the
25 grounds that the definition of "YOU" is grossly overbroad. Ventures further
26 objects to this interrogatory on the grounds that the definition of "YOU" includes
27 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
28 and is no longer a party to this action. Ventures further objects to this interrogatory

1 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
2 burdensome and harassing. Ventures further objects to this interrogatory on the
3 grounds that it is compound. Ventures further objects to this interrogatory on the
4 grounds that it seeks information that is not relevant nor reasonably calculated to
5 lead to the discovery of admissible evidence. Ventures further objects to this
6 interrogatory on the grounds that it is not limited to trips, contacts or
7 communications that occurred within the authorized course and scope of Ventures'
8 business.

9 Notwithstanding the foregoing objections, and pursuant to agreements
10 reached during the parties "meet and confer," Ventures responds as follows:

11 From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin
12 Urban made a trip to California in connection with the negotiations by Facebook to
13 buy StudiVZ.
14

15 **SPECIAL INTERROGATORY NO. 5:**

16 IDENTIFY, on a monthly basis, how many USERS OF STUDIVZ have been
17 registered at the www.studivz.net website, the www.meinvz.net website, the
18 www.studiqq.fr website, the www.studiln.it website, the www.estudiln.net website,
19 the www.studentix.pl website AND the www.schuelervz.net website since October
20 2005, AND how many of those USERS OF STUDIVZ are residents of, OR
21 PERSONS domiciled in, California.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

23 Ventures hereby incorporates by reference the general objections set forth
24 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
27 over Ventures, or it must identify material jurisdictional issues that are in dispute.
28 Facebook has done neither. Ventures further objects to this interrogatory on the

1 grounds that "STUDIVZ" is undefined. Ventures further objects to this
2 interrogatory on the grounds that it is overbroad as to time. Ventures further
3 objects to this interrogatory on the grounds that it does not operate the websites.

4 **SPECIAL INTERROGATORY NO. 6:**

5 IDENTIFY the number AND amount of accounts receivable owed YOU by
6 PERSONS that, OR who are, California residents OR PERSONS domiciled in
7 California. In doing so, IDENTIFY the goods AND services for which the
8 individual accounts receivable are owed.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

10 Ventures hereby incorporates by reference the general objections set forth
11 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
14 over Ventures, or it must identify material jurisdictional issues that are in dispute.
15 Facebook has done neither. Ventures further objects to this interrogatory on the
16 grounds that the definition of "YOU" is grossly overbroad. Ventures further
17 objects to this interrogatory on the grounds that the definition of "YOU" includes
18 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
19 and is no longer a party to this action. Ventures further objects to this interrogatory
20 on the grounds that it is compound.

21 Notwithstanding the foregoing objections, and pursuant to agreements
22 reached during the parties "meet and confer," Ventures responds as follows:

23 As of July 18, 2008, Ventures did not have any accounts receivable that were
24 owed by a known California resident.

25
26 **SPECIAL INTERROGATORY NO. 7:**

27 IDENTIFY ALL instances in which YOU have been in California, including
28 without limitation, business trips OR recreational trips; living, residing OR

1 domiciling in California; AND flying OR driving to OR through California. In
2 doing so, IDENTIFY the dates of ALL occurrences AND the length of the stay in
3 California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

5 Ventures hereby incorporates by reference the general objections set forth
6 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
9 over Ventures, or it must identify material jurisdictional issues that are in dispute.
10 Facebook has done neither. Ventures further objects to this interrogatory on the
11 grounds that the definition of "YOU" is grossly overbroad. Ventures further
12 objects to this interrogatory on the grounds that the definition of "YOU" includes
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
14 and is no longer a party to this action. Ventures further objects to this interrogatory
15 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
16 burdensome and harassing. Ventures further objects to this interrogatory on the
17 grounds that it is compound. Ventures further objects to this interrogatory on the
18 grounds that it seeks information that is not relevant nor reasonably calculated to
19 lead to the discovery of admissible evidence. Ventures further objects to this
20 interrogatory on the grounds that it is not limited to instances that occurred within
21 the authorized course and scope of Ventures' business.

22 Notwithstanding the foregoing objections, and pursuant to agreements
23 reached during the parties "meet and confer," Ventures responds as follows:

24 From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin
25 Urban made a trip to California in connection with the negotiations by Facebook to
26 buy StudiVZ.
27
28

1 **SPECIAL INTERROGATORY NO. 8:**

2 IDENTIFY ALL of YOUR current AND former personal OR real property
3 currently OR previously located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

5 Ventures hereby incorporates by reference the general objections set forth
6 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
9 over Ventures, or it must identify material jurisdictional issues that are in dispute.
10 Facebook has done neither. Ventures further objects to this interrogatory on the
11 grounds that the definition of "YOUR" is grossly overbroad. Ventures further
12 objects to this interrogatory on the grounds that the definition of "YOUR" includes
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
14 and is no longer a party to this action. Ventures further objects to this interrogatory
15 on the grounds that it seeks information that is not relevant nor reasonably
16 calculated to lead to the discovery of admissible evidence.

17 Notwithstanding the foregoing objections, and pursuant to agreements
18 reached during the parties "meet and confer," Ventures responds as follows:

19 As of July 18, 2008, Ventures owned no real or personal property located in
20 California.

21
22 **SPECIAL INTERROGATORY NO. 9:**

23 IDENTIFY ALL contracts AND agreements involving YOU in which
24 California law governs AND/OR in which the parties to the contract OR agreement
25 agreed as to the jurisdiction of California state courts AND/OR United States
26 federal courts located in California.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

28 Ventures hereby incorporates by reference the general objections set forth

1 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
2 is not entitled to take discovery on personal jurisdiction as a matter of right. In
3 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
4 over Ventures, or it must identify material jurisdictional issues that are in dispute.
5 Facebook has done neither. Ventures further objects to this interrogatory on the
6 grounds that the definition of "YOU" is grossly overbroad. Ventures further
7 objects to this interrogatory on the grounds that the definition of "YOU" includes
8 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
9 and is no longer a party to this action. Ventures further objects to this interrogatory
10 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
11 burdensome and harassing. Ventures further objects to this interrogatory on the
12 grounds that it seeks information that is not relevant nor reasonably calculated to
13 lead to the discovery of admissible evidence.

14 Notwithstanding the foregoing objections, and pursuant to agreements
15 reached during the parties "meet and confer," Ventures responds as follows:

16 Ventures was not a party to any negotiated contracts with a known California
17 resident or that contained an express California choice of law clause as of July 18,
18 2008.

19
20 **SPECIAL INTERROGATORY NO. 10:**

21 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR
22 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed
23 the website, www.facebook.com OR www.thefacebook.com, AND the purposes of
24 each access, including without limitation, ANY COMMUNICATIONS that
25 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF
26 FACEBOOK OR registrant accounts OR email addresses used to access the
27 facebook.com website.
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

2 Ventures hereby incorporates by reference the general objections set forth
3 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
6 over Ventures, or it must identify material jurisdictional issues that are in dispute.
7 Facebook has done neither. Ventures further objects to this interrogatory on the
8 grounds that the definition of "YOU" is grossly overbroad. Ventures further
9 objects to this interrogatory on the grounds that the definition of "YOU" includes
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
11 and is no longer a party to this action. Ventures further objects to this interrogatory
12 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
13 burdensome and harassing. Ventures further objects to this interrogatory on the
14 grounds that it seeks information that is not relevant nor reasonably calculated to
15 lead to the discovery of admissible evidence. Ventures further objects to this
16 interrogatory on the grounds that it is not limited to access that occurred within the
17 authorized course and scope of Ventures' business.

18
19 **SPECIAL INTERROGATORY NO. 11:**

20 IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to
21 do business in California.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

23 Ventures hereby incorporates by reference the general objections set forth
24 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
27 over Ventures, or it must identify material jurisdictional issues that are in dispute.
28 Facebook has done neither. Ventures further objects to this interrogatory on the

1 grounds that the definition of "YOUR" is grossly overbroad. Ventures further
2 objects to this interrogatory on the grounds that the definition of "YOUR" includes
3 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
4 and is no longer a party to this action.

5 Notwithstanding the foregoing objections, and pursuant to agreements
6 reached during the parties "meet and confer," Ventures responds as follows:

7 As of July 18, 2008, Ventures did not have any license or registration to do
8 business in California.

9
10 **SPECIAL INTERROGATORY NO. 12:**

11 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its
12 servers, facilities, officers, OR personnel were located in California.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

14 Ventures hereby incorporates by reference the general objections set forth
15 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
16 is not entitled to take discovery on personal jurisdiction as a matter of right. In
17 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
18 over Ventures, or it must identify material jurisdictional issues that are in dispute.
19 Facebook has done neither. Ventures further objects to this interrogatory on the
20 grounds that the definition of "YOU" is grossly overbroad. Ventures further
21 objects to this interrogatory on the grounds that the definition of "YOU" includes
22 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
23 and is no longer a party to this action.

24 Notwithstanding the foregoing objections, and pursuant to agreements
25 reached during the parties "meet and confer," Ventures responds as follows:

26 Ventures knew by some time in 2007 that Facebook was located in
27 California.

28

1 **SPECIAL INTERROGATORY NO. 13:**

2 IDENTIFY the services provided through the www.studivz.net website, the
3 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,
4 the www.estudiln.net website, the www.studentix.pl website AND the
5 www.schuelervz.net website to USERS OF STUDIVZ, including without
6 limitation, how the services are provided.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

8 Ventures hereby incorporates by reference the general objections set forth
9 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
10 is not entitled to take discovery on personal jurisdiction as a matter of right. In
11 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
12 over Ventures, or it must identify material jurisdictional issues that are in dispute.
13 Facebook has done neither. Ventures further objects to this interrogatory on the
14 grounds that it is so overbroad as to be unduly burdensome and harassing.
15 Ventures further objects to this interrogatory on the grounds that it seeks
16 information that is not relevant nor reasonably calculated to lead to the discovery of
17 admissible evidence. Ventures further objects to this interrogatory on the grounds
18 that it does not operate the websites.

19
20 **SPECIAL INTERROGATORY NO. 14:**

21 IDENTIFY ALL USERS OF FACEBOOK employed by OR formerly
22 employed by YOU, including without limitation, any PERSONS who are OR were
23 full-time or part-time employees, independent contractors or agents of YOU, AND
24 their respective email addresses.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

26 Ventures hereby incorporates by reference the general objections set forth
27 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
28 is not entitled to take discovery on personal jurisdiction as a matter of right. In

1 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
2 over Ventures, or it must identify material jurisdictional issues that are in dispute.
3 Facebook has done neither. Ventures further objects to this interrogatory on the
4 grounds that the definition of "YOU" is grossly overbroad. Ventures further
5 objects to this interrogatory on the grounds that the definition of "YOU" includes
6 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
7 and is no longer a party to this action. Ventures further objects to this interrogatory
8 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
9 burdensome and harassing. Ventures further objects to this interrogatory on the
10 grounds that it seeks information that is not relevant nor reasonably calculated to
11 lead to the discovery of admissible evidence.

12
13 **SPECIAL INTERROGATORY NO. 15:**

14 IDENTIFY ALL PERSONS responsible in any manner for the design,
15 programming and maintenance of the www.studivz.net website, including without
16 limitation the location of the PERSON, job descriptions, authorities, dates in these
17 positions, duties, AND responsibilities.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

19 Ventures hereby incorporates by reference the general objections set forth
20 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
23 over Ventures, or it must identify material jurisdictional issues that are in dispute.
24 Facebook has done neither. Ventures further objects to this interrogatory on the
25 grounds that it is unlimited as to time, and is so overbroad as to be unduly
26 burdensome and harassing. Ventures further objects to this interrogatory on the
27 grounds that it seeks information that is not relevant nor reasonably calculated to
28 lead to the discovery of admissible evidence. Ventures further objects to this

1 interrogatory on the grounds that it does not design, program, maintain or operate
2 the websites.

3 **SPECIAL INTERROGATORY NO. 16:**

4 IDENTIFY ALL PERSONS responsible in any manner for the design,
5 programming and maintenance of the www.studivz.net website, the
6 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,
7 the www.estudiln.net website, the www.studentix.pl website AND the
8 www.schuelervz.net website, including without limitation, the location of the
9 PERSON, job descriptions, authorities, dates in these positions, duties, AND
10 responsibilities.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

12 Ventures hereby incorporates by reference the general objections set forth
13 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
16 over Ventures, or it must identify material jurisdictional issues that are in dispute.
17 Facebook has done neither. Ventures further objects to this interrogatory on the
18 grounds that it is unlimited as to time, and is so overbroad as to be unduly
19 burdensome and harassing. Ventures further objects to this interrogatory on the
20 grounds that it seeks information that is not relevant nor reasonably calculated to
21 lead to the discovery of admissible evidence. Ventures further objects to this
22 interrogatory on the grounds that it does not design, program, maintain or operate
23 the websites.

24
25 **SPECIAL INTERROGATORY NO. 17:**

26 IDENTIFY current AND former directors, officers, employees, AND agents
27 of STUDIVZ, including without limitation, dates in these positions, duties, job
28 descriptions, authorities, AND responsibilities.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

2 Ventures hereby incorporates by reference the general objections set forth
3 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
6 over Ventures, or it must identify material jurisdictional issues that are in dispute.
7 Facebook has done neither. Ventures further objects to this interrogatory on the
8 grounds that the definition of "STUDIVZ" is grossly overbroad. Ventures further
9 objects to this interrogatory on the grounds that it is unlimited as to time, and is so
10 overbroad as to be unduly burdensome and harassing. Ventures further objects to
11 this interrogatory on the grounds that it seeks information that is not relevant nor
12 reasonably calculated to lead to the discovery of admissible evidence.

13 Notwithstanding the foregoing objections, and pursuant to agreements
14 reached during the parties "meet and confer," Ventures responds as follows:

15 The current directors of StudiVZ are as follows: the Managing Directors are
16 Clemens Riedl, Michael Brehm and Dennis Bemann, and the Non-Executive
17 Directors Konstantin Urban, Michael Weber and Claas van Delden.

18
19 **SPECIAL INTERROGATORY NO. 18:**

20 IDENTIFY ALL of YOUR advertising, promotions, AND marketing
21 activities directed, at least in part, at California residents.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

23 Ventures hereby incorporates by reference the general objections set forth
24 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
27 over Ventures, or it must identify material jurisdictional issues that are in dispute.
28 Facebook has done neither. Ventures further objects to this interrogatory on the

1 grounds that the definition of "YOUR" is grossly overbroad. Ventures further
2 objects to this interrogatory on the grounds that the definition of "YOUR" includes
3 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
4 and is no longer a party to this action. Ventures further objects to this interrogatory
5 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly
6 burdensome and harassing. Ventures further objects to this interrogatory on the
7 grounds that it seeks information that is not relevant nor reasonably calculated to
8 lead to the discovery of admissible evidence. Ventures further objects to this
9 interrogatory on the grounds that it is not limited to activities that occurred within
10 the authorized course and scope of Ventures' business.

11 Notwithstanding the foregoing objections, and pursuant to agreements
12 reached during the parties "meet and confer," Ventures responds as follows:

13 Ventures has never directed any advertisements or other marketing materials
14 specifically to students, colleges or universities located in California or other people
15 who reside in California.
16
17

18 **SPECIAL INTERROGATORY NO. 19:**

19 IDENTIFY ALL of YOUR business relationships with, OR financial
20 interests in, businesses currently OR formerly incorporated, licensed, located,
21 based, OR with facilities OR offices located in California, including without
22 limitation, the nature of each relationship, the IDENTIFY of each business, AND
23 whether each business is incorporated, licensed, located, based OR has facilities OR
24 offices located in California.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

26 Ventures hereby incorporates by reference the general objections set forth
27 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
28 is not entitled to take discovery on personal jurisdiction as a matter of right. In

1 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
2 over Ventures, or it must identify material jurisdictional issues that are in dispute.
3 Facebook has done neither. Ventures further objects to this interrogatory on the
4 grounds that the definition of "YOUR" is grossly overbroad. Ventures further
5 objects to this interrogatory on the grounds that the definition of "YOUR" includes
6 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
7 and is no longer a party to this action. Ventures further objects to this interrogatory
8 on the grounds that it is vague and ambiguous as to the term "business
9 relationships." Ventures further objects to this interrogatory on the grounds that it
10 is unlimited as to time, and is so overbroad as to be unduly burdensome and
11 harassing. Ventures further objects to this interrogatory on the grounds that it seeks
12 information that is not relevant nor reasonably calculated to lead to the discovery of
13 admissible evidence. Ventures further objects to this interrogatory on the grounds
14 that it is not limited to activities that occurred within the authorized course and
15 scope of Ventures' business.

16
17 **SPECIAL INTERROGATORY NO. 20:**

18 IDENTIFY ALL reasons why defending this lawsuit in California would
19 burden YOU.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

21 Ventures hereby incorporates by reference the general objections set forth
22 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
23 is not entitled to take discovery on personal jurisdiction as a matter of right. In
24 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
25 over Ventures, or it must identify material jurisdictional issues that are in dispute.
26 Facebook has done neither. Ventures further objects to this interrogatory on the
27 grounds that the definition of "YOU" is grossly overbroad. Ventures further
28 objects to this interrogatory on the grounds that the definition of "YOU" includes

1 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
2 and is no longer a party to this action.

3 Notwithstanding the foregoing objections, and pursuant to agreements
4 reached during the parties "meet and confer," Ventures responds as follows:

5 Ventures is a limited liability company (Gesellschaft mit beschränkter
6 Haftung (GmbH)) organized under German law. It functions as a "holding
7 company," whose corporate purpose is to administer its assets (principally media-
8 related companies) for financial purposes.

9 Ventures owns an 15% equity interest in defendant StudiVZ. Ventures first
10 became an equity holder of StudiVZ in August 2006. Ventures is not qualified to
11 do business in California. It does not have any officers, directors, employees or
12 independent contractors based in California. It does not have a California agent for
13 service of process. It does not direct any advertising toward California residents.

14 Ventures has offices in Germany, but no offices or facilities in California, nor
15 does it have any telephone or facsimile listings or mailing addresses in California.

16 Ventures does not maintain any books or records in California. It has no
17 bank accounts or tangible personal or real property in California. It has no sales in
18 California, has had no California income and has not paid any California income
19 tax.

20 None of Ventures' officers, directors or employees reside or are domiciled in
21 California. No meetings of Ventures' management boards or equity holders have
22 been held in California.

23 While Ventures and Holtzbrinck Networks GmbH ("Networks") monitor
24 StudiVZ's financial performance (as they would any investment), they do not
25 exercise any type of day-to-day control over StudiVZ – either operational control or
26 control over strategic decisions. The two managing directors of Networks and
27 Ventures, Konstantin Urban and Martin Weber, are also company directors of
28

1 StudiVZ. However, they merely function in a supervisory capacity, not as officers
2 who are responsible for the day-to-day activities of StudiVZ.

3 StudiVZ has its own management team, offices and bank accounts, and is
4 separately (and sufficiently) capitalized on its own and apart from Ventures and
5 Networks. StudiVZ also does not act as a general agent of either Networks or
6 Ventures. Networks and Ventures simply hold shares in StudiVZ as an investment.
7 StudiVZ is only one of many media-related assets held as an investment by
8 Networks and Ventures.

9 All of Ventures' and Networks' employees, officers and directors reside in
10 Germany and speak German (or, in a few cases, another European language other
11 than English) as their native language, and all speak German as their every-day
12 language. Ventures and Networks perform their business almost exclusively in the
13 German language. As a result, almost all of Ventures' and Networks' business
14 documents are located in Germany and are written in the German language (and
15 would have to be translated, at huge expense).

16 Further, this action arises out of the alleged actions of StudiVZ. StudiVZ's
17 operations are located in Germany, and its single office and headquarters are in
18 Berlin, Germany. The first of the StudiVZ websites, studivz.net, was formed in
19 Berlin, Germany in 2005 by two young German citizens. Its target group was, and
20 remains, university students in Germany, Austria and Switzerland. StudiVZ. has
21 never at any time engaged in any type of marketing or advertising in, or that is
22 directed to, the United States or other English speaking countries in general or to
23 California in particular. None of StudiVZ's websites target either users in the
24 United States in general or California in particular. None of the StudiVZ-branded
25 websites is available in English. StudiVZ has also formed, in Germany, the social
26 networking site "SchuelerVZ." This site, at schuelervz.net, targets pupils and
27 teenagers before they begin attending a university, and focuses solely on Germany.
28 SchuelerVZ has also never engaged in any marketing or advertising in, or that is

1 directed to, either the United States in general or California in particular.

2 SchuelerVZ is also not available in English.

3 In 2008, StudiVZ launched its third social networking site, MeinVZ, at
4 meinvz.net. MeinVZ is a social networking site for adults, including those who
5 have graduated from a university. MeinVZ has also never engaged in
6 any marketing or advertising in, or that is directed to, either the United States in
7 general or California in particular. All but one of MeinVZ's sites are in non-
8 English languages. The one English language site was launched in February 2008
9 and represents less than 1% of MeinVZ's total user traffic. That site was created in
10 order to provide a platform for users who speak *different, non-English* languages to
11 network with each other using a secondary language that is commonly understood
12 between them. Because English is the most commonly understood, non-native
13 language in continental Europe, it serves as a "lingua franca" for people of diverse
14 speech. The English-language site was not created to attract native English
15 speakers, let alone Americans or Californians. The English used is British English,
16 not American English, and the consultant who was hired to translate MeinVZ's
17 German site into English is a British citizen living in Berlin.

18 Like most other internet sites on the "World Wide Web," the StudiVZ
19 Websites may be accessed by California residents, just as they may be accessed by
20 residents of Iceland, New Zealand or Japan. But the sites are not directed at or
21 marketed to North America, let alone California.

22 As of October 22, 2008, there were a total of 11,768,965 current users of all
23 of the StudiVZ Websites. Only 11,013 of those users, or *less than a tenth of one*
24 *percent* (0.094%), have identified themselves as being affiliated with California or a
25 California-located university. Specifically, out of the 5,534,300 registered users of
26 the StudiVZ- branded sites, only 9,144 – 0.1652% – have identified themselves as
27 affiliated with universities located in California. Out of the 4,443,708 registered
28 users of the SchuelerVZ-branded sites, only 122 – 0.0027% – identify themselves

1 as being located in California. Out of the 1,790,957 registered users of the
2 MeinVZ-branded sites, only 1,747 – 0.098% – identify themselves as being located
3 in California.

4 StudiVZ does not direct its activities to California residents. It is not
5 registered or qualified to do business in California. It does not have any officers,
6 directors, employees or independent contractors based in California. It does not
7 have a California agent for service of process.

8 StudiVZ has a single office in Berlin, Germany. It has no offices or facilities
9 in California, nor does it have any telephone or facsimile listings or mailing
10 addresses in California.

11 None of StudiVZ's officers, directors or employees reside or are domiciled in
12 California. No meetings of its management board or equity holders have been held
13 in California.

14 StudiVZ does not maintain any books or records in California. It has no
15 bank accounts or other tangible personal or real property in California. It has no
16 sales in California, has had no California income and has not paid any California
17 income taxes.

18 Germany is an adequate, available alternative forum and, indeed, is a much
19 better forum than California. Most obviously, all of the conduct allegedly engaged
20 in by StudiVZ was engaged in from Germany, by German residents. Those actors
21 communicated predominantly in German. German is their native language and all
22 of the written documents related to this action are in German.

23 Facebook has known since June 2006 that German law recognizes and
24 provides remedies for its claims. Facebook's German counsel researched the law
25 applicable to Facebook's claims and then, on June 8, 2006, sent a demand letter in
26 German asserting claims exclusively under German law to StudiVZ in Germany.
27 Then, again, on January 3, 2007, Facebook's German lawyers sent another demand
28 letter in German to StudiVZ in Germany, again raising claims exclusively under

1 German law.

2 Because those letters threatened litigation, including injunctive relief,
3 StudiVZ filed "Schutzschriften" (precautionary defense/opposition briefs, evidence
4 and offers of proof) in the district courts of Berlin and Hamburg on June 21, 2006
5 in response to Facebook's June 8, 2006 demand letter, and on January 12, 2007 in
6 the district courts of Berlin, Hamburg and Stuttgart in response to Facebook's
7 January 3, 2007 demand letter. The "Schutzschriften" are essentially oppositions to
8 potential/anticipated complaints and motions seeking injunctive relief, and include
9 evidence, and offers of additional proof such as the testimony of specific witnesses.
10 The Schutzschriften are only "triggered", however, if the plaintiff actually initiates
11 actions in German court seeking such relief. Although Facebook did not initiate
12 any such actions at the time, the Schutzschriften/oppositions to the motions that
13 Facebook threatened to file were formally filed in court in Germany long ago.

14 The claims raised by Facebook's German lawyers in the June 8, 2006 and
15 January 3, 2007 demand letters were raised pursuant to German law, but were based
16 on the same facts that Facebook now alleges give rise to the claims raised in the
17 instant lawsuit – that StudiVZ committed wrongs by copying the look and feel of
18 Facebook's website.

19 After Ventures and Networks became equity holders in StudiVZ in August
20 2006 and October 2007, Facebook sought to negotiate to purchase Ventures' and
21 Networks' ownership interests in StudiVZ. Those negotiations took place in the
22 Spring of 2008.

23 Just after those negotiations broke down, on July 9, 2008, Facebook wrote a
24 demand letter to Networks and Ventures, threatening to sue based on the exact
25 same types of claims that Facebook had raised in *Germany* in June 2006 and
26 January 2007.

27 Because Germany is clearly the more appropriate forum for the resolutions of
28 such disputes, on July 18, 2008, StudiVZ filed a declaratory relief action against

1 Facebook in Stuttgart, Germany (the "Stuttgart Action"). In the Stuttgart Action,
2 StudiVZ seeks a declaratory judgment that it has not engaged in the wrongful
3 conduct alleged by Facebook in its three prior demand letters. On that same day,
4 Facebook filed the present action, alleging the same claims that it asserted in June
5 2006, January 2007 and July 2008.

6 Germany is the principal if not exclusive location of the acts alleged by
7 Facebook in its complaint. The conduct allegedly engaged in by StudizVZ is
8 alleged to have taken place in Germany and Europe. Facebook affirmatively
9 alleges that the harm it has supposedly suffered has been suffered in Germany and
10 other parts of Europe. All of the people who could have possibly engaged in the
11 conduct alleged by Facebook are located in Germany. Those witnesses speak
12 German as their native language. Most would require translators to testify in a
13 United States legal proceeding. Nearly all of the documents related to the claims
14 alleged by Facebook are located in Germany. The vast majority of those
15 documents are written in the German language, thus requiring huge translation
16 costs to be used in a United States legal proceeding.

17 Facebook has appeared in the Stuttgart Action. The first trial hearing in the
18 German Action took place on December 16, 2008.

19 At the same time that Facebook filed its response in the Stuttgart Action it
20 also initiated its own, affirmative action against StudiVZ in Cologne, Germany (the
21 "Cologne Action"). The complaint in the Cologne Action includes within it all of
22 the facts alleged in this U.S. action, plus additional facts related to Facebook's
23 claims. Although the law cited is different than in this action (i.e., German law
24 instead of U.S. law), the acts and injuries complained of are the same.

25 The Cologne action was expressly incorporated into Facebook's response in
26 the Stuttgart action. Thus, there are now pending in Germany two separate actions
27 that encompass within them everything that is alleged in the instant action, plus
28 additional alleged facts and injuries. The German courts are fully empowered to

1 decide the issues alleged in those two German actions under German law and
2 United States and California law. Given that 99% of the conduct alleged and harm
3 allegedly suffered took place in Germany, that all of the alleged bad actors are
4 residents of Germany, that all of the documents in the allegedly bad actor's
5 possessions are located in Germany and are written in German, it makes much more
6 sense and would be much more convenient for everyone involved to have all issues
7 in dispute litigated in Germany than in California or the United States.

8 It is also the case that personal jurisdiction cannot be maintained over
9 StudiVZ (and the other defendants) in the United States, whereas there is no dispute
10 that all parties are subject to personal jurisdiction in Germany.

11 Finally, the parties should not be forced to litigate the exact same dispute and
12 issues in two different, parallel proceedings at the same time. It is terribly
13 inefficient and expensive, wastes judicial resources and leads to the distinct
14 possibility of conflicting orders, judgments, etc. Ventures must retain two sets of
15 lawyers -- one in the United States and one in Germany. It must pay for the
16 translation of all its documents, either by literally translating them or by spending a
17 tremendous amount of billable time explaining what each document means to its
18 American, non-German-speaking counsel. The depositions of the defense
19 witnesses will all take place in Germany, necessitating huge amounts of travel
20 expenses and travel time billed by the lawyers. The depositions will take longer
21 than would otherwise be necessary because of the need for interpreters whenever
22 the witness is unable to testify in English, which will be the case to varying degrees
23 for each defense witness. As to every relevant consideration, this U.S. action is by
24 far the more inconvenient forum.

25
26 **SPECIAL INTERROGATORY NO. 21:**

27 IDENTIFY the ownership of HOLTZBRINCK VENTURES GmbH,
28 including without limitation, PERSON'S names, amounts they contributed OR

1 invested, AND their percent ownership OR control (including without limitation,
2 Capital Contributions, Percent Interest, Equity Units, Non-equity Units, Voting
3 Units) on a by-PERSON basis.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

5 Ventures hereby incorporates by reference the general objections set forth
6 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
9 over Ventures, or it must identify material jurisdictional issues that are in dispute.
10 Facebook has done neither. Ventures further objects to this interrogatory on the
11 grounds that the definition of "HOLTZBRINCK VENTURES GmbH" is grossly
12 overbroad. Ventures further objects to this interrogatory on the grounds that the
13 definition of "HOLTZBRINCK VENTURES GmbH" includes Verlagsgruppe
14 Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer
15 a party to this action.

16
17 **SPECIAL INTERROGATORY NO. 22:**

18 IDENTIFY the location of YOUR offices, facilities, server/equipment
19 locations.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

21 Ventures hereby incorporates by reference the general objections set forth
22 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
23 is not entitled to take discovery on personal jurisdiction as a matter of right. In
24 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
25 over Ventures, or it must identify material jurisdictional issues that are in dispute.
26 Facebook has done neither. Ventures further objects to this interrogatory on the
27 grounds that the definition of "YOUR" is grossly overbroad. Ventures further
28 objects to this interrogatory on the grounds that the definition of "YOUR" includes

1 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
2 and is no longer a party to this action.

3 Notwithstanding the foregoing objections, and pursuant to agreements
4 reached during the parties "meet and confer," Ventures responds as follows:

5 Ventures has main office and headquarters in Germany. It has no offices or
6 facilities in California, nor does it have any telephone or facsimile listings or
7 mailing addresses in California.

8
9 **SPECIAL INTERROGATORY NO. 23:**

10 IDENTIFY ALL universities, colleges AND institutes of higher learning
11 located in California at which STUDIVZ provides OR provided services including
12 without limitation, access to the www.studivz.net website, the www.meinvz.net
13 website, the www.studiqq.fr website, the www.studiln.it website, the
14 www.estudiln.net website, the www.studentix.pl website AND the
15 www.schuelervz.net website, including without limitation University of California
16 (all campuses), California State University (all campuses), as well as the USERS
17 OF STUDIVZ using email domains (e.g., name@stanford.edu) from those
18 universities, colleges, high schools AND institutes of higher learning.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

20 Ventures hereby incorporates by reference the general objections set forth
21 above. Ventures further objects to this interrogatory on the grounds that a plaintiff
22 is not entitled to take discovery on personal jurisdiction as a matter of right. In
23 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
24 over Ventures, or it must identify material jurisdictional issues that are in dispute.
25 Facebook has done neither. Ventures further objects to this interrogatory on the
26 grounds that "STUDIVZ" is undefined. Ventures further objects to this
27 interrogatory on the grounds that it is compound and exceeds Facebook's 30
28 allowed interrogatories. Ventures further objects to this interrogatory on the

1 grounds that it is unlimited as to time, and is so overbroad as to be unduly
2 burdensome and harassing. Ventures further objects to this interrogatory on the
3 grounds that it seeks information that is not relevant nor reasonably calculated to
4 lead to the discovery of admissible evidence. Ventures further objects to the
5 interrogatory on the grounds that it infringes upon the users' privacy rights.
6 Ventures further objects to this interrogatory on the grounds that it seeks
7 information about StudiVZ, not Ventures.
8
9

10 DATED: December 24, 2008

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

11
12
13 By: 

14 STEPHEN S. SMITH (SBN 166539)
15 Attorneys for Defendants StudiVZ
16 Ltd., Holtzbrinck Networks GmbH,
17 and Holtzbrinck Ventures GmbH
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VERIFICATION

I, Martin Weber, declare as follows:

I have read the foregoing "HOLTZBRINCK VENTURES GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am a managing director of Holtzbrinck Ventures GmbH. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Stuttgart, Germany on December 24th, 2008.


Martin Weber

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

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PROOF OF SERVICE
CCP §1011, CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

On December 24, 2008, I served the foregoing document described as **HOLTZBRINCK VENTURES GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES** on the interested parties in this action.

☒ by placing ☒ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Thomas Gray, Esq. (ORIGINAL)
Orrick, Herrington & Sutcliffe LLP
4 Park Plaza, Suite 1600
Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

Gary E. Weiss, Esq. (COPY)
gweiss@orrick.com
Orrick, Herrington & Sutcliffe LLP
1000 Marsh Road
Menlo Park, CA 94025

BOTH BY E-MAIL AND U.S. MAIL:

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray, Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

Executed on December 24, 2008, at Los Angeles, California.

BY PERSONAL SERVICE:

☐ I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

☒ (Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Nancy L. Luis

Nancy L. Luis
SIGNATURE

PROOF OF SERVICE